IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.586 OF 2006

IN

SUMMARY SUIT NO.1843 OF 2006

Mr.Suresh Shivram Palekar. ...Plaintiff.

vs.

Mr.Rajeev M. Vaskar. ...Defendant.

Mr.Sachin Pande, for Plaintiff.

Mr.P.J.Pawar, for Defendant.

CORAM: D.K.DESHMUKH, J.

DATED: 6th MARCH,2007.

P.C.:

1. The suit of the plaintiff is based on the dishonoured cheques which admittedly have been signed by the defendant. The defence of the defendant is that Rs.50,000/- were borrowed by the defendant from the plaintiff and therefore, he had given him blank signed cheques. The case that on borrowing of Rs.50,000/- from the plaintiff, the blank signed cheques are given, is incapable of being believed. If the cheques are required to be given as security on borrowing Rs.50,000/-, cheques representing the amount of principal and interest may have been given.

There is no reason why blank singed cheques are given. The sole defence put up by the defendant, thus, is unbelievable. There is no other defence put up by the defendant. Therefore, the defendant is not entitled to any leave to defend. Hence, the plaintiff is entitled to judgment. The summons for judgment is granted. Suit of the plaintiff is decreed in terms of prayer clause (A). Refund of court fees as per rules.